



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/683,783	02/13/2002	Kevin Carl Archibald	15-EC-6102	9498
23465 7590 01/24/2008 JOHN S. BEULICK C/O ARMSTRONG TEASDALE, LLP ONE METROPOLITAN SQUARE SUITE 2600 ST LOUIS, MO 63102-2740			EXAMINER PASS, NATALIE	
			ART UNIT 3626	PAPER NUMBER
			NOTIFICATION DATE 01/24/2008	DELIVERY MODE ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

USpatents@armstrongteasdale.com

## Office Action Summary

Application No.

09/683,783

Applicant(s)

ARCHIBALD ET AL.

Examiner

Natalie A. Pass

Art Unit

3626

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 29 October 2007.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-23 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-23 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f):
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_

- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Notice to Applicant***

1. A request for continued examination under 37 CFR 1.114 was filed in this application after appeal to the Board of Patent Appeals and Interferences, but prior to a decision on the appeal. Since this application is eligible for continued examination under 37 CFR 1.114 and the fee set forth in 37 CFR 1.17(e) has been timely paid, the appeal has been withdrawn pursuant to 37 CFR 1.114 and prosecution in this application has been reopened pursuant to 37 CFR 1.114. Applicant's submissions filed on 29 October 2007 has been entered.

2. This communication is in response to the Request for Continued Examination and amendment filed on 29 October 2007. Claims 1, 7, 8, 9, 15, 16, 17 and 23 have been amended. Claim 24 has been canceled. Claims 1-23 remain pending.

### ***Claim Objections***

3. Claim 15 is objected to because of the following informalities: the status identifier for claim 15 is entered incorrectly. Appropriate correction is required.

### ***Claim Rejections - 35 USC § 112***

4. The rejection of claim 7 under 35 U.S.C. 112, first paragraph is hereby withdrawn due to the amendment filed 29 October 2007.

*Claim Rejections - 35 USC § 103*

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-2, 9-10, and 17-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Malley et al, U.S. Patent Application Publication Number 2002/0026408 and Quido, et al., U.S. Patent Application Publication Number 2003/0093302, for substantially the same reasons given in the previous Office Action (paper number 20070713), and further in view of Hansen, U.S. Patent Number 7043457. Further reasons appear hereinbelow.

(A) As per amended claim 1, O'Malley teaches a network based method for facilitating providing a customer with a quote for at least one of a manufactured product and a service, said method comprising:

receiving data relating to at least one of a customer desired product and a customer desired service (O'Malley; paragraphs [0005], [0028]);

providing the customer a budgetary quote based on the received data (O'Malley; paragraph [0028]);

receiving a customer first response based on the budgetary quote (O'Malley; paragraph [0029]) the customer first response comprising a message to a manufacturer (O'Malley; paragraphs [0003], [0018], [0028]); Examiner interprets O'Malley's teachings of "a customer

desiring to purchase and/or sell a product, service or other item of commerce from a supplier (not shown) ... [...] ... uses ... [...] ... liaison to various suppliers in order to purchase and/or sell a product or service. User 109 may alternatively be a merchant, a distributor, a supplier, a person, an entity, software, hardware and/or the like desiring to transact or otherwise communicate with a customer, a supplier, a distributor, and/or a manufacturer” (O’Malley; paragraph [0018]), to teach a form of the customer first response comprising a message to a manufacturer;

and providing the customer a contractual quote based on the received customer second response (O’Malley; paragraphs [0028], [0032], [0039]).

Although O’Malley teaches providing the customer a contractual quote based on the received customer response, including receiving quotes via a web server (O’Malley; paragraph [0032]), O’Malley fails to explicitly disclose

providing the customer a contractual quote via the web;

adjusting the budgetary quote based on the customer first response; and

receiving a customer second response comprising a request for a contractual quote.

However, the above features are well-known in the art, as evidenced by Quido.

In particular, Quido teaches a method comprising

providing, via the web, the customer a “binding” (reads on “contractual”) quote based on the received customer response (Quido, paragraphs [0013]-[0014]);

modifying (reads on “adjusting”) the budgetary quote based on the customer first response (Quido; paragraph [0042]); Examiner interprets Quido’s teachings of “[o]nce a quote has been processed and a premium has been generated, the customer would be able to modify

any quote information ... [...] ... during the quoting process rather than in the binding process” to teach a form of “adjusting the budgetary quote;” and

receiving a customer second response comprising a request for a contractual quote (Quido; paragraph [0018]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of O’Malley to include these limitations, as taught by Quido, with the motivations of providing a means to “significantly reduce the time required to bind an insurance agreement and reduce the costs associated with providing insurance” (Quido; paragraph [0008]).

O’Malley fails to explicitly disclose

receiving a customer third response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote; and adjusting the contractual quote based on the customer third response.

However, the above features are well-known in the art, as evidenced by Hansen.

In particular, Hansen teaches a method comprising

receiving a customer third response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote (Hansen; Figure 6A, column 8, lines 29-37); Examiner interprets Hansen’s teachings of “[t]he buyer and seller negotiate various quotes and iterate through several steps ... [...] ... , where each quote is normalized, compared and further negotiated until quote is accepted by the buyer or negotiations cease” (Hansen; column 8, lines 29-37) to teach a form of receiving a customer third

response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote; and

adjusting the contractual quote based on the customer third response (Hansen; Figure 6A, column 8, lines 29-37); Examiner interprets Hansen's teachings of "[t]he buyer and seller negotiate various quotes and iterate through several steps ... [...] ... , where each quote is normalized, compared and further negotiated until quote is accepted by the buyer or negotiations cease" (Hansen; column 8, lines 29-37) to teach a form adjusting the contractual quote based on the customer third response.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O'Malley and Quido to include these limitations, as taught by Hansen, with the motivations of "allow[ing] buyers to evaluate the price of commodity offerings possessing varying ... [...] ... parameters" (Hansen; column 1, lines 52-56).

(B) As per claim 2, O'Malley, Quido and Hansen teach a method as analyzed and discussed in claim 1 above

wherein receiving data relating to at least one of a customer desired product and a customer desired service comprises receiving data relating to at least one of a customer desired medical product and a customer desired medical service (O'Malley; paragraphs [0005], [0028]); Examiner interprets O'Malley's teachings of "[a] quote may be in relation to any product or service that user 109 may have an interest in or is offering for sale" (O'Malley; paragraph [0028]) to include medical products and services.

(C) Amended claim 9 differs from amended method claim 1, in that it is a system rather than a method for providing a customer with a quote for at least one of a manufactured product and a service.

System claims 9-10 repeat the subject matter of claims 1-2, respectively, as a set of elements rather than a series of steps. As the underlying processes of claims 1-2 have been shown to be fully disclosed by the teachings of O'Malley, Quido and Hansen in the above rejection of claims 1-2, it is readily apparent that the system disclosed by O'Malley, Quido and Hansen includes the apparatus to perform these functions. As such, these limitations are rejected for the same reasons given above for method claims 1-2, and incorporated herein.

(D) Amended claim 17 and claim 18 differ from amended method claim 1 and claim 2 by reciting a "computer readable medium encoded with a program..." in the preamble. As per this limitation, O'Malley clearly discloses her invention to be implemented on a "computer readable medium encoded with a program" (O'Malley; paragraph [0011]). The remainder of claims 17-18 repeat the limitations of claims 1-2, and are therefore rejected for the same reasons given above for claims 1-2, and incorporated herein.

7. Claims 3, 11 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Malley et al, U.S. Patent Application Publication Number 2002/0026408, Quido, et al., U.S. Patent Application Publication Number 2003/0093302, and Hansen, U.S. Patent Number 7043457 as applied to claims 1, 9, and 17 above, and further in view of Singh, U.S. Patent



Application Publication Number 2001/0047311, for substantially the same reasons given in the previous Office Action (paper number 20070713). Further reasons appear hereinbelow.

(A) As per claim 3, O' Malley, Quido and Hansen teach a method as analyzed and discussed in claim 1 above.

O' Malley, Quido and Hansen fail to explicitly disclose a method further comprising prompting the customer to select a desired language from a plurality of languages.

However, the above features are well-known in the art, as evidenced by Singh.

In particular, Singh teaches a method further comprising prompting the customer to select a desired language from a plurality of languages. (Singh; paragraphs [0034], [0040], [0047]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O' Malley, Quido and Hansen to include these limitations, as taught by Singh, with the motivations of providing "a system and method for executing transactions that streamlines the procurement process, and minimizes the costs in time, materials, and human effort" while overcoming barriers that arise "where buyer and supplier are located in different geographic areas, and in particular within different countries: for example, language barriers" (Singh; paragraphs [0006], [0016]).

The motivations for combining the respective teachings of O' Malley, Quido and Hansen are as given in the rejection of claim 1 above, and incorporated herein.

(B) Claim 11 differs from method claim 3, in that it is a system rather than a method for providing a customer with a quote for at least one of a manufactured product and a service.

System claim 11 repeats the subject matter of claim 3, respectively, as a set of elements rather than a series of steps. As the underlying processes of claim 3 have been shown to be fully disclosed by the collective teachings of O'Malley, Quido, Hansen and Singh in the above rejection of claim 3, it is readily apparent that the system disclosed collectively by O'Malley, Quido, Hansen and Singh includes the apparatus to perform these functions. As such, these limitations are rejected for the same reasons given above for method claim 3, and incorporated herein.

(C) Claim 19 differs from method claim 3 by reciting a "computer readable medium encoded with a program..." in the preamble. As per this limitation, O'Malley clearly discloses her invention to be implemented on a "computer readable medium encoded with a program" (O'Malley; paragraph [0011]). The remainder of claim 19 repeats the limitations of claim 3, and are therefore rejected for the same reasons given above for claim 3, and incorporated herein.

8. Claims 4-8, 12-16, and 20-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Malley et al, U.S. Patent Application Publication Number 2002/0026408, Quido, et al., U.S. Patent Application Publication Number 2003/0093302, and Duke, International Publication Number WO 01/37177 A1 for substantially the same reasons given in the previous Office Action (paper number 20070713), and further in view of Hansen, U.S. Patent Number 7043457. Further reasons appear hereinbelow.

(A) As per amended claim 8, O'Malley teaches a network based method for facilitating providing a customer with a quote for at least one of a medical product and a medical service as analyzed and discussed in the previous Office Action (paper number 20070713), said method comprising:

receiving data relating to at least one of a customer desired medical product and a customer desired medical service (O'Malley; paragraphs [0005], [0028]); Examiner interprets O'Malley's teachings of "any product or service" (O'Malley; paragraph [0028]) to include medical products and services;

publishing a budgetary quote as an Extensible Markup Language (XML) document (O'Malley; paragraph [0032]);

"storing" (reads on "loading") the XML budgetary quote in a "database server" (reads on "quote repository") (O'Malley; paragraph [0032]);

"communicate the quote to user" (reads on "sending an email alert to the customer") (O'Malley; paragraph [0028]);

providing the customer access to view the budgetary quote via the URL (O'Malley; paragraph [0029]);

receiving a customer first response based on the budgetary quote (O'Malley; paragraph [0029]) the customer first response comprising a message to a manufacturer (O'Malley; paragraphs [0003], [0018], [0028]);

publishing a contractual quote as an Extensible Markup Language (XML) document (O'Malley; paragraphs [0032], [0039]); and

“storing” (reads on “loading”) the XML contractual quote in a “database server” (reads on “quote repository”) (O’Malley; paragraph [0032], [0039]).

Although O’Malley teaches receiving a customer first response based on the budgetary quote (O’Malley; paragraph [0029]), O’Malley fails to explicitly disclose

adjusting the budgetary quote based on the customer first response;

receiving a customer second response comprising a request for a contractual quote; and

providing the customer access to view the contractual quote via the URL.

However, the above features are well-known in the art, as evidenced by Quido.

In particular, Quido teaches a method comprising

modifying (reads on “adjusting”) the budgetary quote based on the customer first response (Quido; paragraph [0042]); Examiner interprets Quido’s teachings of “[o]nce a quote has been processed and a premium has been generated, the customer would be able to modify any quote information ... [...] ... during the quoting process rather than in the binding process” to teach a form of “adjusting the budgetary quote based on the customer first response;”

receiving a customer second response comprising a request for a contractual quote (Quido; paragraph [0018]); and

providing the customer access to view the “binding” (reads on “contractual”) quote via the URL (Quido; paragraph [0023], [0026], [0088]).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of O’Malley to include these limitations, as taught by Quido, with the motivations of providing a means to “significantly reduce the time required to bind an

insurance agreement and reduce the costs associated with providing insurance” (Quido; paragraph [0008]).

Although O’Malley teaches accessing websites to access online quotes (O’Malley; paragraphs [0028], [0032]-[0033]), and “communicat[ing] the quote to [the] user” (reads on “sending an email alert to the customer”) (O’Malley; paragraph [0028]), O’Malley fails to explicitly disclose

wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote; and

wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published contractual quote.

However, the above features are well-known in the art, as evidenced by Duke.

In particular, Duke teaches

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published budgetary quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19); and

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published contractual quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O’Malley and Quido to include these limitations, as taught by Duke, with the motivations of providing “a web site that reduces buyers’ search costs” (Duke; page 9, lines 16-21).

Although O'Malley teaches receiving customer responses, (O'Malley; paragraphs [0029]-[0030], [0039]), O'Malley fails to explicitly disclose

receiving a customer third response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote; and adjusting the contractual quote based on a message to the manufacturer in the customer third response.

However, the above features are well-known in the art, as evidenced by Hansen.

In particular, Hansen teaches a method comprising receiving a customer third response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote (Hansen; Figure 6A, column 8, lines 29-37); Examiner interprets Hansen's teachings of "[t]he buyer and seller negotiate various quotes and iterate through several steps ... [...] ... , where each quote is normalized, compared and further negotiated until quote is accepted by the buyer or negotiations cease" (Hansen; column 8, lines 29-37) to teach a form of receiving a customer third response comprising at least one of a message to the manufacturer, an acceptance of the contractual quote, and a denial of the contractual quote; and

adjusting the contractual quote based on a message to the manufacturer in the customer third response (Hansen; Figure 6A, column 6, lines 20-52, column 7, lines 3-13, column 8, lines 29-37); Examiner interprets Hansen's teachings of "[t]he buyer and seller negotiate various quotes and iterate through several steps ... [...] ... , where each quote is normalized, compared and further negotiated until quote is accepted by the buyer or negotiations cease" (Hansen; column 8, lines 29-37) together with Hansen's teachings of " ... [...] ... the RFQ, as generated by

one buyer ... [...] ... is sent to a plurality of computing devices ... [...] ... receive an email message having a hypertext link to the RFQ Web page ... [...] ... Responsive to the information in the buyers' RFQ, the process then continues ... [...] ...” (Hansen; column 7, lines 3-13) to teach a form of adjusting the contractual quote based on a message to the manufacturer in the customer third response.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the combined teachings of O'Malley, Quido and Duke to include these limitations, as taught by Hansen, with the motivations of “allow[ing] buyers to evaluate the price of commodity offerings possessing varying ... [...] ... parameters” (Hansen; column 1, lines 52-56).

(B) As per claim 4, O'Malley, Quido and Hansen teach a method as analyzed and discussed in claim 1 above, wherein providing the customer a budgetary quote based on the received data comprises:

publishing the budgetary quote as an Extensible Markup Language (XML) document (O'Malley; paragraph [0032]);

“storing” (reads on “loading”) the XML budgetary quote in a “database server” (reads on “quote repository”) (O'Malley; paragraph [0032]); and

“communicate the quote to user” (reads on “sending an email alert to the customer”) (O'Malley; paragraph [0028]).

Although O'Malley, Quido and Hansen teach accessing websites to access online quotes (O'Malley; paragraphs [0028], [0032]-[0033]), O'Malley, Quido and Hansen fail to explicitly disclose

wherein said email alert comprises a Uniform Resource Locator (URL) indicating a location of the published budgetary quote.

However, the above features are well-known in the art, as evidenced by Duke.

In particular, Duke teaches

wherein said "advertisement" (reads on "email alert") comprises an "internet address" to an "internet quote site" (reads on "a Uniform Resource Locator (URL) indicating a location of the published contractual quote") (Duke; page 8, lines 14-19, page 21, lines 15-19).

The motivations for combining the respective teachings of O'Malley, Quido, Hansen and Duke are as given in the rejections of claims 1 and 8 above, and incorporated herein.

(C) As per claims 5-7, O'Malley, Quido, Hansen and Duke teach a method as analyzed and discussed in claims 1 and 4 above

wherein providing the customer a budgetary quote based on the received data further comprises: providing the customer access to view the budgetary quote via the URL (O'Malley; paragraph [0029], [0039]);

wherein providing the customer a contractual quote based on the received data comprises: publishing the contractual quote as an Extensible Markup Language (XML) document (O'Malley; paragraph [0032]);



“storing” (reads on “loading”) the XML contractual quote in a “database server” (reads on “quote repository”) (O’Malley; paragraph [0032], [0039]); and

“communicate the quote to user” (reads on “sending an email alert to the customer”) (O’Malley; paragraph [0028]),

wherein said “advertisement” (reads on “email alert”) comprises an “internet address” to an “internet quote site” (reads on “a Uniform Resource Locator (URL) indicating a location of the published contractual quote”) (Duke; page 8, lines 14-19, page 21, lines 15-19);

wherein providing the customer a contractual quote based on the received data further comprises:

providing the customer access to view the contractual quote via the “web page” or URL (O’Malley; paragraph [0029], [0039]), (Hansen; column 8, lines 7-14, column 12, lines 52-54).

The motivations for combining the respective teachings of O’Malley, Quido, Hansen and Duke are as given in the rejections of claims 1 and 8 above, and incorporated herein.

(D) Claims 12, 16 differ from method claims 4, 8 in that they recite a system rather than a method for providing a customer with a quote.

System claims 12-15, and 16 repeat the subject matter of claims 4-7 and 8, respectively, as a set of elements rather than a series of steps. As the underlying processes of claims 4-7 and 8 have been shown to be fully disclosed by the collective teachings of O’Malley, Quido, Hansen and Duke in the above rejection of claims 4-7 and 8, it is readily apparent that the system disclosed collectively by O’Malley, Quido, Hansen and Duke includes the apparatus to perform

these functions. As such, these limitations are rejected for the same reasons given above for method claims 4-7 and 8, and incorporated herein.

(E) Claims 20-23 differ from method claims 4-7 by reciting a “computer readable medium encoded with a program...” in the preamble. As per this limitation, O’Malley clearly discloses her invention to be implemented on a “computer readable medium encoded with a program” (O’Malley; paragraph [0011]). The remainder of claims 20-23 repeat the limitations of claims 4-7, and are therefore rejected for the same reasons given above for claims 4-7, and incorporated herein.

### *Response to Arguments*

9. Applicant's arguments filed 29 October 2007 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response filed 29 October 2007.

(A) As per Applicant’s arguments relating to rejections of claims 7, 15, and 23 under 35 U.S.C. 112, first paragraph, for using the terminology “third response,” these arguments were persuasive. Examiner thanks Applicant for the clear explanation, and has accordingly withdrawn the rejections.

(B) The remainder of Applicant’s arguments regarding pending claims 1-23 have been considered but are moot in view of the new ground(s) of rejection.

***Conclusion***

10. The prior art made of record and not relied upon is considered pertinent to Applicant's disclosure. The cited but not applied references Reuhl et al., U.S. Patent Number 5873069, Sagalow, U.S. Patent Application Publication Number 2002/0138310, French et al., U.S. Patent Application Publication Number 2001/0037281, Gold et al. U.S. Patent Application Publication Number 2002/0032610, Ausubel, U.S. Patent Number 5905975, Ojha et al., U.S. Patent Number 6598026, Birch, et al., U.S. Patent Number 7272568, Calonge, U.S. Patent Number 7072857, Aggarwal, et al., U.S. Patent Number 6886000, Heilman, JR., U.S. Patent Application Publication Number 2001/0034689, and Mano, U.S. Patent Application Publication Number 2002/0087347 teach the environment of network based quotes for products and services,

11. Any response to this action should be mailed to:

**Commissioner of Patents and Trademarks**

**Washington D.C. 20231**

or faxed to: **(571) 273-8300.**

For informal or draft communications, please label  
"PROPOSED" or "DRAFT" on the front page of the  
communication and do NOT sign the communication.

After Final communications should be labeled "Box AF."

12. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Natalie A. Pass whose telephone number is (571) 272-6774. The examiner can normally be reached on Monday through Thursday from 9:00 AM to 6:30 PM. The examiner can also be reached on alternate Fridays.

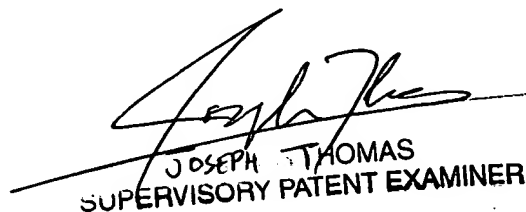
13. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached at (571) 272-6776. Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (571) 272-3600.

14. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



Natalie A. Pass

January 15, 2008



JOSEPH THOMAS  
SUPERVISORY PATENT EXAMINER